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10 Attorneys for Defendants  
11 SIGNATURE FLIGHT SUPPORT LLC; SIGNATURE  
FLIGHT SUPPORT CORPORATION; SIGNATURE  
FLIGHT SUPPORT OF NEVADA, INC.

15 STARR INDEMNITY AND  
16 LIABILITY COMPANY, dba STARR  
17 INSURANCE COMPANIES as  
Subrogee of GLF AIR, LLC., and 60-  
206, LLC,  
18 Plaintiffs,  
19 v.  
20 SIGNATURE FLIGHT SUPPORT  
21 CORPORATION, a Nevada  
corporation; SIGNATURE FLIGHT  
22 SUPPORT, LLC, a Nevada limited  
liability company; SIGNATURE  
23 FLIGHT SUPPORT OF NEVADA,  
INC., a Nevada corporation; DOES I -  
24 X, inclusive, and ROE  
CORPORATIONS I – X, inclusive  
25 Defendants.

) )  
Case No.: 3:22-cv-00179-LRH-CLB  
**ORDER GRANTING**  
JOINT STIPULATION FOR AN  
ORDER BIFURCATING  
LIABILITY AND DAMAGES AND  
REQUEST FOR AMENDMENT  
TO DISCOVERY AND  
SCHEDULING ORDER

25 //

28 //

1       The parties, through their respective counsel, hereby stipulate that good  
2 cause exists for the Court to issue an order bifurcating liability and damages in this  
3 case as follows.

4 ***Background of Matter***

5       This matter involves an incident that occurred on or about May 18, 2019, at  
6 the Harry Reid International Airport, located in Las Vegas when employees of  
7 defendant Signature Flight Support LLC (“SFS LLC”), a Fixed Base Operation  
8 (“FBO”), were towing a Citation 650 bearing Federal Aviation Administration  
9 (“FAA”) Registration No. N820FJ (“Citation”) when the wingtip of the Citation  
10 made contact with the 2000 Bombardier 60 Learjet, bearing FAA No. N448GL  
11 (“Aircraft”), causing damage to the baggage door (“Incident”). At the time of the  
12 Incident, the Aircraft was owned by 60-206, LLC and was insured by Starr  
13 Indemnity & Liability Company dba Starr Insurance Companies (“Starr”).

14       Prior to the Incident, the Aircraft’s pilot signed SFS LLC’s Landing Card  
15 while at SFS LLC’s FBO, which provided, in part, that “under no  
16 circumstances shall Signature be liable to the customer for indirect, consequential,  
17 special or exemplary damages, whether in contract or tort (including strict liability  
18 and negligence), such as, but not limited to, loss of revenue, loss of use or  
19 anticipated profits, diminution or loss of value, or costs associated with substitution  
20 or replacement aircraft.” A true and correct copy of the Landing Card is attached  
21 hereto as Exhibit A. As a result of the Incident, Starr alleges that its insureds  
22 incurred \$61,277.21 to repair the Aircraft (the “Repair Damages”) and \$279,413.23  
23 of other damages for loss of use and rental aircraft expenses (“Other Damages”), all of  
24 which were paid by Starr pursuant to the insurance policy for the Aircraft. *See*  
25 Plaintiffs’ Amended Complaint (ECF No. 1-2) at p. 3-4.

26       The parties have resolved Plaintiff’s claims for the Repair Damages, and  
27 on September 12, 2022, the parties filed the Stipulation to Dismiss with Prejudice  
28 All Claims Regarding the Repair Damages. *See* ECF No. 36. On September 13,  
2022, the Court granted the stipulation. *See* ECF No. 37.

1 As to the alleged claim for Other Damages, the parties agree that the facts of the  
2 Incident are not in dispute, and that liability of SFS LLC as to the Other Damages, is  
3 contingent only on the enforceability of the terms of the Landing Card. If there is no  
4 liability because of the Landing Card, then there will be no need to conduct discovery  
5 on damages. Once liability is determined, damages can be the focus of the case if  
6 liability is found.

7 ***Good Cause Exists for the Court to Issue and Order Bifurcating this Case***

8 The parties hereby stipulate as follows:

9 WHEREAS, all claims regarding the alleged Repair Damages in the amount of  
10 \$61,277.21 have been paid, fully resolved and dismissed with prejudice;

11 WHEREAS, how the damage to the Aircraft occurred is not in dispute, resolution  
12 of the issue regarding liability, namely the enforceability of the Landing Card, is the  
13 central and potentially dispositive issue in this case;

14 WHEREAS, the parties desire to conduct limited discovery relevant to or  
15 reasonably calculated to lead to the discovery of admissible evidence regarding why the  
16 Aircraft could not be flown, why repairs to the Aircraft took so long, the preparation  
17 and use of the Landing Card, facts regarding the pilot's execution of the Landing Card,  
18 and the enforceability of the terms of the Landing Card;

19 WHEREAS, at the conclusion of limited discovery, Plaintiffs STARR  
20 INDEMNITY AND LIABILITY COMPANY, dba STARR INSURANCE  
21 COMPANIES as Subrogee of GLF Air, LLC, and 60-206, LLC and Defendant SFS  
22 LLC will each file Motions for Summary Judgment on the enforceability of the  
23 Landing Card. The parties will then fully brief the issue;

24 WHEREAS, if the Court finds that there is an issue of fact preventing summary  
25 judgment then it will be necessary to have a trial on the issues surrounding the Landing  
26 Card. Once the Landing Card issues are determined, either through summary judgment  
27 or trial, and it is determined that the Landing Card waiver is valid, the case is  
28 concluded. However, if it is determined the Landing Card does not preclude SFS

1 LLC's liability then, discovery concerning damages and determination of damages will  
2 proceed; and

3 WHEREAS, the parties wish to amend the Court's scheduling order by vacating  
4 the pretrial deadlines contained therein until a time after the Court has issued an order  
5 on the Motions for Summary Judgment.

6 IT IS HEREBY STIPULATED by and between Starr and SFS LLC to request  
7 that the Court bifurcate liability and damages as follows:

8 1. The Motions for Summary Judgment will seek to determine whether the  
9 Landing Card and its terms are unenforceable or enforceable and whether the Landing  
10 Card prevents SFS LLC from being held liable for the Other Damages;

11 2. The parties will conduct limited discovery regarding the enforceability of  
12 the Landing Card in order to prepare and oppose cross Motions for Summary  
13 Judgment, which will likely include out-of-state depositions including, but not limited  
14 to, the deposition of the GLF Air, LLC pilot who signed the Landing Card, the owners  
15 of the Aircraft, and certain SFS LLC employees involved in the preparation of the  
16 Landing Card.

17 3. April 28, 2023 shall be the deadline for Starr and SFS LLC to file cross  
18 Motions for Summary Judgment.

19 4. June 12, 2023 shall be the deadline for the parties to file their Oppositions  
20 to the cross Motions for Summary Judgment.

21 5. July 12, 2023 shall be the deadline for the parties to file their Replies in  
22 support of cross Motions for Summary Judgment.

23 6. The parties agree to defer expert depositions and any other remaining  
24 discovery on the Other Damages until after the Landing Card issues have been  
25 resolved, either by the Motions for Summary Judgment or, if disputes of fact are found,  
26 by trial, except to the extent that such discovery is relevant to the Motions for Summary  
27 Judgment.

28 / /

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7. If the court determines through summary judgment that the Landing Card precludes SFS LLC's liability, the case will be concluded. After the resolution of the Motions for Summary Judgment, the parties request that the Court set a further status conference to identify and discuss if a trial is necessary and any remaining issues and to schedule any further discovery on damages and the joint pretrial order deadlines and proceedings. The parties will submit to the Court a joint statement addressing the foregoing subjects no later than ten (10) days before the further status conference.

## IT IS SO STIPULATED.

Dated: November 7, 2022 CLYDE & CO US LLP

Bv: /s/ Autumn E. Lewis  
DYLAN P. TODD

**-AND-**

KEVIN R. SUTHERLAND  
(Admitted *Pro Hac Vice*)  
AUTUMN E. LEWIS  
(Admitted *Pro Hac Vice*)  
Attorneys For Defendants  
SIGNATURE FLIGHT SUPPORT LLC;  
SIGNATURE FLIGHT SUPPORT  
CORPORATION; SIGNATURE  
FLIGHT SUPPORT OF NEVADA, INC.

Dated: November 7, 2022

# GORDON REES SCULLY MANSUKHANI, LLP

By: /s/ Stephen S. Kent

**STEPHEN S. KENT  
Attorneys For Plaintiffs**

**STARR INDEMNITY AND LIABILITY  
COMPANY, DBA STARR INSURANCE  
COMPANIES AS SUBROGEE OF GLF AIR,  
LLC., AND 60-206, LLC**

IT IS SO ORDERED.

DATED: November 7, 2022

  
\_\_\_\_\_  
United States Magistrate Judge

# **EXHIBIT "A"**

*Signature.*  
FLIGHT SUPPORT  
A BBA Aviation company

N448GL

N448GL

Customer Information

Aircraft Information

GLF Air LLC Company or Owner	Pilot's Name <i>TOMAS</i>	LR-60 Aircraft Type	N448GL Tail Number
701 Northeast Lakeview Terrace Address 1	Cell Phone <i>305 397 4026</i>	ETA 05/18/2019 12:36	Open 5/18/2019 12:37
Address 2	Hotel	ETD <i>0700</i>	Close <i>Tues</i>
Boca Raton City	Shuttle Pick-Up Time	HANGAR	On-Line Time <i>0500</i>
FL State	ZipCode <i>33431</i>	RAMP	
+1 561 358 8829 Phone Number	# of Pax Departing	9763 POS Invoice Number	

Aircraft Services

Catering: Y / N	100LL [ ] JET A [ ] JET A W/FSII [ ]	Requested Time	
Number:	Fuel Instructions: <i>SU</i>	Completed Time	
Linens/Dishes: Y / N	Total Gallons Delivered:	Fuel Truck	Fueler
Crew Car: Y / N	Other Services:	ASR Ticket Number 0	
Newspapers: Y / N		Oil Type and Instructions <i>on departure</i>	
Coffee: Y / N		GPU	Water
Ice: Y / N		LAV	DA
Fax Delivered: Y / N		Cabin Clean	

- 1: "Signature" refers to Signature Flight Support Corporation, or any of its subsidiaries. "Customer" refers to the legal entity for whom the services have been performed.  
 "Airport" refers to the airport at which the services are performed. "Services" refers collectively to any products and services furnished by Signature to Customer.  
 2: Customer represents that it currently maintains policies of aircraft and commercial general liability insurance with respect to its aircraft, operations and maintenance, as well as, "all risk" type hull insurance on its aircraft and engines. In the event any third party claim is made against Signature Customer's insurance carrier shall provide primary coverage.  
 3: Customer agrees to indemnify, save and hold harmless Signature and the Airport from and against any and all claims, suits, damages, fines and penalties including all expenses, reasonable attorneys' fees and costs incidental to the defense of any claims arising out of Signature's acts or omissions, or the act or omissions of its directors, officers, employees, agents or assigns in connection with this Agreement, except to the extent such claims arise from the negligence or willful misconduct of Signature.  
 4: The parties agree that under no circumstances shall Signature be liable to the customer for indirect, incidental, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue, loss of use or anticipated profits, diminution or loss of value, or costs associated with substitution or replacement aircraft.  
 5: Customer releases Signature from any damages sustained to Customer's aircraft or other personal property as a result of high winds or other adverse weather conditions.  
 6: In consideration of the Services provided by Signature, Customer agrees to pay all charges incurred for Services provided with respect to the aircraft described on this Agreement while located at the Airport, including reasonable attorneys' fees if collection is required. Signature shall have the right to retain possession of the aforementioned aircraft or its parts as security for the payment of Services.  
 7: By providing your email address, you authorize Signature Flight Support Corporation to contact you in the future with customer satisfaction surveys and information about products and services available through the BBA Aviation family of companies. Your email address will solely be used by Signature Flight Support Corporation and its affiliate companies within BBA Aviation and will not be shared with any other entity.

*X* *Jones*  
Signature

*LAV*  
Date

Email Address

On-File Credit Card American Express

On-File Card#: 92007X03/23

Comments: